

St. Louis City Ordinance 63366

FLOOR SUBSTITUTE

BOARD BILL NO. [94] 310

INTRODUCED BY ALDERMAN DANIEL MCGUIRE

An ordinance pertaining to certain city facilities and equipment; authorizing and directing the Mayor, Comptroller, and other appropriate City officials to execute, on behalf of the City: (i) a Second Supplemental Indenture of Trust between St. Louis Municipal Finance Corporation ("SLMFC") and Mark Twain Bank, as Trustee, relating to the expenditure of certain proceeds of the Leasehold Revenue Improvement and Refunding Bonds, Series 1992 (the "Bonds") of SLMFC and (ii) a First Supplemental Lease Purchase Agreement between the City and SLMFC; approving a revised list of equipment to be acquired with a portion of the proceeds of the Bonds by SLMFC for lease to the City, pursuant to the First Supplemental Lease Purchase Agreement; authorizing and directing the taking of any other actions as may be necessary and appropriate to carry out the intent of this ordinance; with legislative findings and declarations, definitions of terms and an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. Definitions. As used in this Ordinance, the following terms have the following meanings:

"1992 Equipment" means the rolling stock and equipment listed on Exhibit A hereto;

"1994 Equipment" means the rolling stock and equipment listed on Exhibit B hereto;

"Bonds" means the \$42,645,000 Leasehold Revenue Improvement and Refunding Bonds, Series 1992, heretofore issued by St. Louis Municipal Finance Corporation;

"First Supplemental Lease Purchase Agreement" means an agreement between the City and SLMFC dated as of December 1, 1994 with such completions thereof, changes therein, and modifications thereof as may be consistent with the provisions of this ordinance and the Second Supplemental Indenture as executed and delivered on behalf of the City pursuant to which the Lease Purchase Agreement between SLMFC and the City dated as of June 1, 1992, is supplemented so as to provide for the acquisition by SLMFC and use and

purchase by the City of the 1994 Equipment rather than the 1992 Equipment (attached hereto as Exhibit D);

"Second Supplemental Indenture" means an indenture between, SLMFC and the Trustee, dated as of December 1, 1994 with such completions thereof, changes therein, and modifications thereof as may be consistent with the provisions of this Ordinance and the First Supplemental Lease Purchase Agreement as executed and delivered by SLMFC, supplementing the Indenture and First Supplemental Indenture each dated as of June 1, 1992 among the same parties so as to provide for the acquisition by SLMFC of the 1994 Equipment with a portion of the proceeds of the Bonds (attached hereto as Exhibit C);

"SLMFC" means St. Louis Municipal Finance Corporation, a Missouri not-for-profit corporation;

"Trustee" means Mark Twain Bank, St. Louis, Missouri, as trustee or any successor therefore under the Indenture, First Supplemental Indenture, and Second Supplemental Indenture.

SECTION TWO. Findings and Declarations. The Board of Aldermen of the City of St. Louis finds and declares as follows:

1. In Ordinance 62552 and 62624, the City approved the issuance and sale by SLMFC of the Bonds for the purpose, in part, of acquisition by SLMFC of the 1992 Equipment.
2. After the issuance and sale of the Bonds, authorized representatives of the City determined i) that an acquisition of several items of the 1992 Equipment was unnecessary and ii) that acquisition of several other, similar items of rolling stock or equipment would be in the City's best interests.
3. Ordinance 62552 and 62624 approved the expenditure of up to \$10,000,000 of the net proceeds of the Bonds for the acquisition of rolling stock and equipment. The 1994 Equipment and rolling stock can be acquired for \$10,000,000 or less.

SECTION THREE. Second Supplemental Indenture. The Second Supplemental Indenture in substantially the form attached as Exhibit C hereto is hereby approved upon approval thereof as to form by the City Counselor with such completions thereof, changes therein and modifications thereof not inconsistent with the provisions of this ordinance and consistent with the provisions of the

First Supplemental Lease Purchase Agreement as executed and delivered on behalf of the City. The City Register is directed to attest such Second Supplemental Indenture upon its execution.

SECTION FOUR. First Supplemental Lease Purchase Agreement. The Comptroller is hereby authorized and directed to execute on behalf of the City the First Supplemental Lease Purchase Agreement, in substantially the form attached as Exhibit D hereto upon approval thereof as to form by the City Counselor with such completions thereof, changes therein and modifications thereof not inconsistent with the provisions of this ordinance and consistent with the provisions of the Second Supplemental Indenture. The Register is directed to attest such Supplemental Lease Purchase Agreement upon its execution.

SECTION FIVE. 1994 Equipment. The acquisition for use by the City of the 1994 Equipment designated on Exhibit B hereto is hereby approved.

SECTION SIX. Further Actions. SLMFC is hereby authorized to create a lien on the 1994 Equipment to secure payment of the Bonds and/or to secure obligations due to Financial Guaranty Insurance Company as bond insurer of the Bonds, or due to the Trustee as trustee for the bond holders. The City shall, and all other appropriate officers, agents and employees of the City are hereby authorized to take such further actions, and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION SEVEN. INCORPORATION OF EXHIBITS. All exhibits attached to this ordinance are hereby incorporated in and made part of this ordinance by this reference.

SECTION EIGHT. Emergency. This being an ordinance for the preservation of public health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

This First Supplemental Lease Purchase Agreement and the Lease Purchase Agreement between St. Louis Municipal Corporation and The City of St. Louis, Missouri dated as of June 1, 1992 to which it relates secure future advances and future obligations and are to be governed by Section 443.055 Revised Statutes of Missouri. \$42,645,000 is the total principal amount of all obligations which are secured hereby as of the date hereof.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

AND

THE CITY OF ST. LOUIS, MISSOURI

FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT

DATED AS OF DECEMBER 1, 1994

\$42,645,000

LEASEHOLD REVENUE IMPROVEMENT AND REFUNDING BONDS,

SERIES 1992

As set forth in Section 8.1 of the Lease Purchase Agreement dated as of June 1, 1992 between the Corporation and the City, the interests of the Corporation in the Lease Purchase Agreement as amended and supplemented have been assigned to Mark Twain Bank, as Trustee under that certain Indenture of Trust dated as of June 1, 1992 between the Corporation and the Trustee and are subject to the lien and security interest of the Trustee.

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FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT (herein sometimes referred to as the "First Supplemental Lease Purchase Agreement"), made and entered into as of December 1, 1994, by and between ST. LOUIS MUNICIPAL FINANCE CORPORATION, a not-for-profit corporation duly organized and existing under the General Not For Profit Corporation Laws of the State of Missouri, as Lessor (the "Corporation"), and the CITY OF ST. LOUIS, a municipal corporation and political subdivision of the State of Missouri, as Lessee, (the "City"), in conjunction with and supplementing the Lease Purchase Agreement between the Corporation and the City, dated as of June 1, 1992 (the "Lease Purchase Agreement");

WITNESSETH:

WHEREAS, the Corporation issued its Leasehold Revenue Improvement and Refunding Bonds, Series 1992 on June 25, 1992 in the principal amount of \$42,645,000 (the "Series 1992 Bonds");

WHEREAS, in connection therewith the Corporation and City entered into the Lease Purchase Agreement;

WHEREAS, in connection with the issuance of the Series 1992 Bonds it is necessary that the Corporation and the City enter into this First Supplemental Lease Purchase Agreement to provide for certain amendments to the terms of the Lease Purchase Agreement relating to certain equipment which was financed by the Series 1992 Bonds and which provides security, in part, for the Series 1992 Bonds;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT WITNESSETH, that in order to make certain amendments to the terms of the Lease Purchase Agreement relating to certain rolling stock which was financed by the Series 1992 Bonds, and which provides security, in

part, for the Series 1992 Bonds and in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the City agree, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. All terms not defined herein shall have the same meanings as such terms are given in Section 101 of the Indenture of Trust dated as of June 1, 1992 between the Corporation and Mark Twain Bank (the "Trustee"), as amended and supplemented by the First Supplemental Indenture dated as of June 1, 1992 between the Corporation and the Trustee and as amended and supplemented by the Second Supplemental Indenture of Trust dated as of December 1, 1994 between the Corporation and the Trustee.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

ARTICLE II REPRESENTATIONS

Section 201. Representations of the City. The City represents, warrants and covenants as follows:

(a) The City is a municipal corporation and political subdivision duly created and existing under and pursuant to its Charter and the constitution and laws of the State of Missouri.

(b) The City, pursuant to its charter and Ordinance No. has full power and authority to enter into the transactions contemplated by this First Supplemental Lease Purchase Agreement and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this First Supplemental Lease Purchase Agreement and by proper action has duly authorized the execution and delivery of this First Supplemental Lease Purchase Agreement.

Section 202. Representations of the Corporation. The Corporation represents, warrants and covenants as follows:

(a) The Corporation is a not-for-profit corporation duly incorporated under the General Not-For-Profit Corporation Law of the State of Missouri and has full corporate power and authority to enter into this First Supplemental Lease Purchase Agreement and by proper corporate action its officers have been duly authorized to execute and deliver this First Supplemental Lease Purchase Agreement and by proper corporate action the Corporation has duly authorized the execution and delivery of this First Supplemental Lease Purchase Agreement.

(b) The execution and delivery of this First Supplemental Lease Purchase Agreement and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement or lease to which the Corporation is a party or by which it is bound.

ARTICLE III AMENDMENT AND RESTATEMENT OF EXHIBIT A

Section 301. Amendment and Restatement of Exhibit A. Exhibit A attached to the Lease Purchase Agreement and incorporated therein is hereby amended and restated in its entirety as set forth in the Amended and Restated Exhibit A to Lease Purchase Agreement attached hereto and incorporated herein. From and after the execution and delivery of this First Supplemental Lease Purchase Agreement, the term "Exhibit A", as used in the Lease Purchase Agreement shall be deemed to mean and include the amended and restated Exhibit A to Lease Purchase Agreement attached hereto and incorporated herein. All terms and provisions of the Lease Purchase Agreement, except as specifically modified by the provisions of this First Supplemental Lease Purchase Agreement, shall remain in full force and effect.

The equipment set forth in Exhibit A shall continue to be held in trust for the benefit of the Trustee as part of the security for the payment and performance of the Bonds. For purposes of Section 443.055 Revised Statutes of Missouri, the total principal amount of obligations which are secured hereby as of the date hereof continues to be forty-two million, six hundred forty five thousand and 00/100 dollars (\$42,645,000).

ARTICLE IV MISCELLANEOUS

Section 401. Delivery of Documents. The City agrees to cooperate with the Corporation and make all filings and recordings to effectuate the provisions hereunder and to protect the security of the holders of the Series 1992 Bonds. The Corporation shall, on an ongoing basis, execute and deliver all documents and make or cause to be made all filings and recordings necessary or reasonable in order to perfect, preserve and protect the interest of the holders of the Series 1992 Bonds.

Section 402. Inconsistency of Provisions. If and to the extent there shall be any inconsistency between the terms of the Lease Purchase Agreement and this First Supplemental Lease Purchase Agreement, the terms of this First Supplemental Lease Purchase Agreement shall control.

Section 403. Execution in Counterparts. This First Supplemental Lease Purchase Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 404. Section and Article Headings. The Section and Article headings and the table of contents herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 405. Binding Effect. This First Supplemental Lease Purchase Agreement shall inure to the benefit of and shall be binding upon the Corporation and the Trustee and their respect successors and assigns.

Section 406. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 407. Governing Law. This First Supplemental Lease Purchase Agreement shall be construed and enforced in accordance with the laws of Missouri. Section 408. Amendments. This First Supplemental Lease Purchase Agreement may not be amended, changed, modified, altered or terminated, except as provided in Section 16.7 of the Lease Purchase Agreement and Article XII of the Indenture.

IN WITNESS WHEREOF, St. Louis Municipal Finance Corporation has caused this First Supplemental Lease Purchase Agreement to be signed in its name and behalf by its President or Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and the City of St. Louis has caused this First Supplemental Lease Purchase Agreement

) ss. On this day of December, 1994, before me, the
 CITY OF ST. LOUIS) undersigned, a Notary Public, appeared Thomas Ray
 who, being before me duly sworn did say he is the President of ST. LOUIS
 MUNICIPAL FINANCE CORPORATION, a corporation organized under the
 General Not-For-Profit Corporation Law of the State of Missouri, and that the
 seal affixed to the foregoing instrument is the official seal of said corporation
 and said instrument was signed and sealed on behalf of said corporation by
 authority of its Board of Directors, and said officer acknowledged said

3 Passenger Pick-Ups
1 Tire Truck
2 Mini Pick-Ups

1 Forklift
2 Cargo Vans
1 Utility Truck
2 Window Turners
3 Wheel Loader
6 Standard Dump Trucks
2 Multi-Purpose Trucks with Dump Bodies,
Container Bodies and Salt Spreaders and Snow Plows
4 Brush Chippers
2 Track Front End Loaders
24 Rotary Mowers
1 Wheel Loader (one with attachments) W-11 size
3 Mini Pick-Ups
1 Mini Pick-Up
2 Crew Cab Dump w/Plow & Salt Spreader
5 Utility Bodies
5 Utility Bodies Super Cab
2 Pick-Ups Full Size
3 Traffic Control Arrow Boards (Plumber Trucks)
1 Portable Generator High Output
1 Portable Generator Skid Mounted
2 Water Pumps (2")
2 Water Pumps (4")
1 Air Compressor
1 Tractor Loader
2 Wheel Loaders (Park Maintenance)
1 Zamboni
2 Front End Loaders
1 Roll Off Truck
10 Roll Off Containers
2 Rear Loaders w/Cart Lifts
22 Automated Side Loaders
1,743 Alley Containers & 870 Roll Out Containers
19 Single Axle Dump Trucks w/Tailgate Spreader and Plows
11 Tandem Axle Dumps with Tailgate Spreaders & Plows
16 Mini Pick-Ups with Extend Cabs
7 Hydraulic Sweepers
1 Mechanical Sweeper
2 Loaders
1 Wheel Loader @ \$140,000
1 Track Loader @ \$100,000

3 Crew Cab Pick-Ups
2 Roll Off Trucks
1 Backhoe
1 Skid Steer Loader with all Attachments
1 Roll Back with Wheel Lift
4 Tow Trucks with Wheel Lifts

1 Leaf Vacuum
1 Van/Station Wagon
1 Trash Truck
1 Riding Mower
1 Pick-Up Truck
1 Paint Liner
1 Platform Truck (49-511)
1 Crane Truck (53-511)
1 Dump Truck (small) (34-511)
3 Bucket Trucks (44-511, 42-511, 43-511)
1 Tandem Axle Road Tractor
1 Equipment Trailer
1 Compost Screen
2 15-Passenger Long Body Window Vans
1 Skid Steel Loader with Attachments
1 Standard Cab Pick-Up
1 Cargo Van
1 Standard Cab Pick-Up
1 Trailer-Mounted Bituminous Maintenance Distributor
1 Single-Axle Dual Rear Wheel Truck with Utility Body
1 Single-Axle Conventional Cab Asphalt Distributor Truck
1 Mini-Cargo Van
1 Tractor-Mounted Turf Sweeper

ST. LOUIS MUNICIPAL FINANCE CORPORATION

AND

MARK TWAIN BANK,

TRUSTEE

SECOND SUPPLEMENTAL INDENTURE OF TRUST

DATED AS OF DECEMBER 1, 1994

\$42,645,000

LEASEHOLD REVENUE IMPROVEMENT AND REFUNDING BONDS,
SERIES 1992

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SECOND SUPPLEMENTAL INDENTURE OF TRUST

THIS SECOND SUPPLEMENTAL INDENTURE OF TRUST (herein sometimes referred to as the "Second Supplemental Indenture"), made and entered into as of December 1, 1994, by and between ST. LOUIS MUNICIPAL

FINANCE CORPORATION, a not-for-profit corporation duly organized and existing under the General Not For Profit Corporation Laws of the State of Missouri (the "Corporation"), and MARK TWAIN BANK, St. Louis, Missouri, a trust company duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Missouri, and having its corporate trust office located in the City of St. Louis, Missouri, as trustee (the "Trustee"), in conjunction with and supplementing the Indenture of Trust between the Corporation and the Trustee, dated as of June 1, 1992 (the "Indenture") and amending and supplementing the First Supplemental Indenture of Trust dated as of June 1, 1992 (the "First Supplemental Indenture");

WITNESSETH:

WHEREAS, the Corporation issued its Leasehold Revenue Improvement and Refunding Bonds, Series 1992 on June 25, 1992 in the principal amount of \$42,645,000 (the "Series 1992 Bonds");

WHEREAS, in connection with the issuance of the Series 1992 Bonds it is necessary that the Corporation and the Trustee enter into this Second Supplemental Indenture to provide for certain amendments to the terms of the First Supplemental Indenture relating to certain equipment which was financed by the Series 1992 Bonds and which provides security, in part, for the Series 1992 Bonds;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that in order to describe certain amendments to the terms of the First Supplemental Indenture relating to certain equipment which was financed by the Series 1992 Bonds and which provides security, in part, for the Series 1992 Bonds and in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the Trustee agree for the benefit of the Bondholders, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. All terms not defined herein shall have the same meanings as such terms are given in Section 101 of the Indenture, as amended and supplemented by the First Supplemental Indenture and as amended and supplemented by this Second Supplemental Indenture.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

ARTICLE II REPRESENTATIONS

Section 201. Representations of the Corporation. The Corporation represents, warrants and covenants as follows:

(a) The Corporation is a not-for-profit corporation duly incorporated under the General Not For Profit Corporation Law of the State of Missouri and has full corporate power and authority to enter into this Second Supplemental Indenture and by proper corporate action its officers have been duly authorized to execute and deliver this Second Supplemental Indenture and by proper corporate action the Corporation has duly authorized the execution and delivery of this Second Supplemental Indenture.

(b) The execution and delivery of this Second Supplemental Indenture of Trust and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement or lease to which the Corporation is a party or by which it is bound.

Section 202. Representations of the Trustee. The Trustee represents, warrants and covenants as follows:

(a) The Trustee is a trust company duly organized and existing under the General Not For Profit Corporation Laws of the State of Missouri and has full corporate power and authority to enter into this Second Supplemental Indenture and by proper corporate action its officers have been duly authorized to execute and deliver this Second Supplemental Indenture and by proper corporate action the Trustee has duly authorized the execution and delivery of this Second Supplemental Indenture.

(b) The execution and delivery of this Second Supplemental Indenture and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of

incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Trustee, or any contract, agreement or lease to which the Trustee is a party or by which it is bound.

ARTICLE III AMENDMENT AND RESTATEMENT OF EXHIBIT A

Section 301. Amendment and Restatement of Exhibit A. Exhibit A attached to the First Supplemental Indenture and incorporated therein is hereby amended and restated in its entirety as set forth in the Amended and Restated Exhibit A to First Supplemental Indenture attached hereto and incorporated herein. From and after the execution and delivery of this Second Supplemental Indenture, the term "Exhibit A" as used in the First Supplemental Indenture shall be deemed to mean and include the Exhibit A in the First Supplemental Indenture as amended by this Second Supplemental Indenture. All terms and provisions of the First Supplemental Indenture, except as specifically modified by the provisions of this Second Supplemental Indenture, shall remain in full force and effect.

ARTICLE III MISCELLANEOUS

Section 401. Delivery of Documents. The Corporation shall, on an ongoing basis, execute and deliver all documents and make or cause to be made all filings and recordings necessary or reasonable in order to perfect, preserve and protect the interest of the Trustee under the Indenture in the pledged property under the Indenture and to effectuate the purposes hereof.

Section 402. Inconsistency of Provisions. If and to the extent there shall be any inconsistency between the terms of the First Supplemental Indenture and this Second Supplemental Indenture, the terms of this Second Supplemental Indenture shall control.

Section 403. Execution in Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 404. Section and Article Headings. The Section and Article headings and the table of contents herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 405. Binding Effect. This Second Supplemental Indenture shall inure to the benefit of and shall be binding upon the Corporation and the Trustee and their respect successors and assigns.

Section 406. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 407. Governing Law. This Second Supplemental Indenture shall be constructed and enforced in accordance with the laws of Missouri.

Section 408. Amendments. This Second Supplemental Indenture may not be amended, changed, modified, altered or terminated, except as provided in Article XI of the Indenture.

IN WITNESS WHEREOF, St. Louis Municipal Finance Corporation has caused this Second Supplemental Indenture to be signed in its name and behalf by its President or Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and to evidence its acceptance of the trusts hereby created. Mark Twain Bank has caused this Second Supplemental Indenture to be signed in its name and behalf by one of its duly authorized officers and its corporate seal to be hereunto affixed and attested by one of its duly authorized officers, all as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

(SEAL) By: _____
Printed Name: Thomas Ray
Title: President

ATTEST:

Printed Name:
Title: Secretary

MARK TWAIN BANK, as Trustee

(SEAL) By: _____
Printed Name: _____
Title: _____

Printed Name: _____
 Title: _____
ACKNOWLEDGMENT

CITY OF ST. LOUIS) ss. On this day of December, 1994, before me, the
) undersigned, a Notary Public, appeared Thomas Ray
who, being before me duly sworn did say he is the President of ST. LOUIS
MUNICIPAL FINANCE CORPORATION, a corporation organized under the
General Not-For-Profit Corporation Law of the State of Missouri, and that the
seal affixed to the foregoing instrument is the official seal of said corporation
and said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said officer acknowledged said
instrument to be executed for the purposes therein stated and as the free act and
deed of said corporation.

Printed Name: _____
 Notary Public in and for said State
 Commissioned in the City of St. Louis

ACKNOWLEDGMENT

CITY OF ST. LOUIS) ss. On this day of December, 1994, before me, the
undersigned, a Notary Public, appeared , who, being
before me duly sworn, did say he is a of MARK TWAIN BANK, St. Louis,
Missouri, a trust company organized and existing under the laws of the State of
Missouri, and that the seal affixed to the foregoing instrument is the corporate
seal of said trust company, and that said instrument was signed and sealed in
behalf of said trust company by authority of its Board of Directors, and said

officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said trust company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

Printed Name:_____

Notary Public in and for said State
Commissioned in St. Louis County

My commission expires _____.

AMENDED AND RESTATED EXHIBIT A TO SECOND SUPPLEMENTAL
INDENTURE

Description of Rolling Stock

3 Passenger Pick-Ups
1 Tire Truck
2 Mini Pick-Ups
1 Forklift
2 Cargo Vans
1 Utility Truck
2 Window Turners
3 Wheel Loader
6 Standard Dump Trucks
2 Multi-Purpose Trucks with Dump Bodies,
Container Bodies and Salt Spreaders and Snow Plows
4 Brush Chippers
2 Track Front End Loaders
24 Rotary Mowers
1 Wheel Loader (one with attachments) W-11 size
3 Mini Pick-Ups
1 Mini Pick-Up
2 Crew Cab Dump w/Plow & Salt Spreader
5 Utility Bodies
5 Utility Bodies Super Cab
2 Pick-Ups Full Size
3 Traffic Control Arrow Boards (Plumber Trucks)
1 Portable Generator High Output
1 Portable Generator Skid Mounted

2 Water Pumps (2")
2 Water Pumps (4")
1 Air Compressor
1 Tractor Loader
2 Wheel Loaders (Park Maintenance)
1 Zamboni
2 Front End Loaders
1 Roll Off Truck
10 Roll Off Containers
2 Rear Loaders w/Cart Lifts
22 Automated Side Loaders
1,743 Alley Containers & 870 Roll Out Containers
19 Single Axle Dump Trucks w/Tailgate Spreader and Plows
11 Tandem Axle Dumps with Tailgate Spreaders & Plows
16 Mini Pick-Ups with Extend Cabs
7 Hydraulic Sweepers
1 Mechanical Sweeper
2 Loaders
1 Wheel Loader @ \$140,000
1 Track Loader @ \$100,000
3 Crew Cab Pick-Ups
2 Roll Off Trucks
1 Backhoe
1 Skid Steer Loader with all Attachments
1 Roll Back with Wheel Lift
4 Tow Trucks with Wheel Lifts
1 Leaf Vacuum
1 Van/Station Wagon
1 Trash Truck
1 Riding Mower
1 Pick-Up Truck
1 Paint Liner
1 Platform Truck (49-511)
1 Crane Truck (53-511)
1 Dump Truck (small) (34-511)
3 Bucket Trucks (44-511, 42-511, 43-511)
1 Tandem Axle Road Tractor
1 Equipment Trailer
1 Compost Screen
2 15-Passenger Long Body Window Vans
1 Skid Steel Loader with Attachments

1 Standard Cab Pick-Up
 1 Cargo Van
 1 Standard Cab Pick-Up
 1 Trailer-Mounted Bituminous Maintenance Distributor
 1 Single-Axle Dual Rear Wheel Truck with Utility Body
 1 Single-Axle Conventional Cab Asphalt Distributor Truck
 1 Mini-Cargo Van
 1 Tractor-Mounted Turf Sweeper

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
12/09/94	12/09/94	W&M		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
01/13/95			01/20/95	01/27/95
ORDINANCE	VETOED		VETO OVR	
63366				